



**RayWhite®**

# Tenant Information Guide

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A background image of a woman with blonde hair tied back, wearing a white shirt and a dark apron, standing in a kitchen. She is looking down, possibly at a counter or a recipe. The kitchen has light-colored walls and a white sink is visible on the left.

# Tips for a Successful Tenancy

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As a tenant, there are a few things you can do during your tenancy to ensure that renting is an easy process.

- Communication with your property manager is key and we are always here to help ensure your tenancy runs smoothly. Full communication and disclosure will always result in the best outcome for you. Some examples of important updates you should make your property manager aware of:
  - New phone numbers or changes of email address
  - If a smoke alarm in your property is faulty
  - If a rent payment is likely to be late
  - If any damage has occurred
  - If any chattel is not working properly e.g. faulty dishwasher
- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially any areas that may be damaged or heavily worn.
- Keep a copy of the tenancy agreement, initial inspection report, rent receipts, bond lodgement form in a designated folder or safe place. Your tenancy agreement is a legally binding document and you may need to refer to it at a later date.
- Never stop paying your rent, even if there are issues with your tenancy. Failure to pay rent can affect chances of success in any Tenancy Tribunal hearing and will not speed up repairs or solve issues.
- Comply with the terms of your tenancy agreement. In particular, never make any alterations to the property, keep a pet or let other people move in without first seeking written permission from your property manager.
- If the property has a pool or garden make sure you are very clear about the expectations or tenancy conditions around who is responsible for ongoing maintenance.



# Your Tenant Journey

There are many different steps involved with your tenant journey, and each step can vary slightly depending on the specific process or software that an office or landlord has in place.

One of the best tips we can give to ensure you have a successful tenancy is to take the time to understand each step and how this may relate to you.

A Ray White property manager should provide you with an outline of your tenant journey and explain what may occur at each step so you're aware of everything you need to know.

Clear communication and setting the right expectations is a key element to any successful tenancy. We encourage you to ask questions and let us know if there is anything you're unsure of.



# Tenancy Agreements

## Fixed-term tenancy

A fixed-term tenancy agreement ends when the end date has been reached and the tenant gives the property manager notice that they will be leaving, or the property manager has given the tenant notice to leave.

If neither party gives notice, the agreement automatically becomes a periodic tenancy upon the expiry date of the original fixed-term agreement.

### Giving notice to vacate fixed-term tenancies

A fixed-term tenancy cannot be ended before its expiry date, and the owners are within their rights to refuse permission for tenants to break the tenancy. If the owner does agree to early termination of the tenancy agreement, the tenant may be required to pay reasonable costs associated with finding a new tenant, as well as rent on the property until it is re-tenanted.

Specifically, if you wish to break your tenancy and the owner agrees in writing, you can expect to be liable to pay:

- Rent until the property is re-tenanted
- Advertising costs to re-tenant the property
- Any costs to maintain the property until it is re-tenanted, including care of the property and gardens, and maintaining supply of services such as power to the property

Breaking your tenancy can be a costly experience and we encourage you to contact your property manager to discuss your options should you feel your circumstances have changed.

## Periodic tenancy

Under a periodic agreement the tenancy ends when the tenant or property manager gives the correct notice.

### Giving notice to vacate periodic tenancies

If you wish to vacate your rental property you are required by law to notify your property manager in writing and provide a minimum of 21 days' notice. You will be liable for rent up to the 21st day of your notice period.

Notice is effective from the date it is received by the office (same day with emails sent before 5pm). Allow four working days for anything sent in the post.

*Note: For tenants on fixed-term tenancies, the above does not apply as your agreement cannot be terminated by notice.*

### Landlord giving notice

If a landlord gives the tenant notice to end the tenancy and the tenant wants to move out sooner, the tenant must still give the landlord 21 days' written notice.

A landlord can currently provide a minimum 90 days' written notice to end the tenancy, but can give less time (at least 42 days' notice) when one of the following applies:

- The property has been sold and the new buyer wants 'vacant possession' (i.e. no tenants)
- The owner or a member of the owner's family is going to live in the property
- The property is normally used as employee accommodation and is needed again for that purpose (and the fact this may happen was stated in the tenancy agreement)

The landlord's notice must clearly state one of the above circumstances as the reason for giving notice - and this reason must be genuine.



# Flatting & Group Tenancies

It can be common to see 'flatting' arrangements where a group of people are living in a property, however, only one or two members of the group are listed as tenants on the tenancy agreement or bond lodgement form.

It's important to know the difference between tenant and flatmate rights and how the Residential Tenancies Act 1986 may or may not apply to each situation.

If you are not listed on a tenancy agreement or bond form it's likely you are a flatmate and therefore not covered by the Residential Tenancies Act 1986.

## Some general advice:

### Tenants

- If you are listed on the tenancy agreement that has been signed by your property manager, you are a tenant and legally responsible for the property.
- Tenants are responsible to the property manager for all of the rent and any possible damage done to the property, not just their own share.
- Tenants are covered by the Residential Tenancies Act 1986 and can get advice from Tenancy Services at any time about renting issues (Ph: 0800 737 666).
- Tenants have the right to live in the property and cannot be asked to leave by another tenant or flatmate. Only the property manager can give a tenant notice to leave.
- If everyone living in the flat has signed the tenancy agreement, you all have tenancy rights and obligations.
- Anyone who moves into a flat and signs a tenancy agreement along with any other tenants is taking on shared responsibility for the whole tenancy. This is called 'being jointly and severally liable'. If one of the tenants causes damage to the property or gets behind in paying rent, all of the other tenants can be held responsible and may have to pay the debt if the offending tenant does not.
- It is wise for tenants to take out personal liability insurance to cover the event where they may be held responsible for debt or damage caused by another tenant or one of their flatmates.



## Flatmates

- If one (or more) tenants are listed on the tenancy agreement and then allow you to share the property, you are likely to be a flatmate. Flatmates are those who are living in the property but are not part of the tenancy agreement.
- A flatmate lives with the person they pay rent to (the tenant) and are not responsible to the landlord for the rent or the state of the property. Instead, they are responsible to the tenant for their share of the rent.
- Flatmates are not covered by the Residential Tenancies Act 1986 and their rights depend on the agreement between them and the tenant(s).
- Flat-sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986, however, tenants and flatmates can create a written agreement outlining the terms of their cohabitation.
- If you are a flatmate, you should confirm with the tenant any details about notice requirements and other responsibilities. It's useful to have this in writing and signed by both parties.
- If you pay rent to a tenant, it's important to get a receipt for every rent payment you make.
- The Tenancy Tribunal is not available to sort out disputes between flatmates. However, disagreements between flatmates can be taken to the Disputes Tribunal.
- Tenancy Services cannot give advice about flatmate disputes. In this situation, you should refer to your local community law centre or Citizens Advice Bureau.



# The Residential Tenancies Act 1986

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The Residential Tenancies Act 1986, administered by the New Zealand Government's Ministry of Business, Innovation and Employment, outlines the rights and responsibilities of both landlords and tenants who are entering into a tenancy on a property in New Zealand.

The best way to prevent problems during your tenancy is by keeping in regular contact with your property manager and addressing any issues as soon as they arise.

It is also important for you to understand and follow your legal rights and responsibilities as a tenant under the Residential Tenancies Act 1986.

## The Act states that as a tenant you must:

### Pay the rent

It is your legal responsibility to pay your rent on time and as per the time-frames set out in your tenancy agreement. Rent should always be paid before the due date. If you have problems with your rent payments, or are aware of an upcoming issue, it is important that you notify your property manager immediately.

Even if you're unhappy about something to do with the property, you still have to ensure you are always paying the rent on time. Failure to do so does not reflect well upon you in a Tenancy Tribunal situation and can affect your future in the tenancy.

### Keep the property reasonably clean

As a tenant you are legally required to keep the property in a 'reasonably clean' condition. Staying on top of any cleaning and maintenance will ensure a good relationship with your property manager and an easier vacating process at the end of your tenancy.

### Notify the property manager if something needs to be fixed

If something breaks down or goes wrong you need to tell your property manager immediately and also put it in writing to create a permanent record of the notification. If your repairs can be classed as an emergency, see the 'Emergency Repairs' section in this guide under 'General Information' (page 16).



# Healthy Homes Standards

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The healthy homes standards will make significant changes to the quality of New Zealand rental accommodation and will bring many positive benefits for tenants through living in a warmer, drier home.

The standards create specific and minimum requirements for all rental properties in respect of heating, insulation, ventilation, draught stopping, moisture ingress and drainage.

In this guide we provide you with an overview of each standard and outline the compliance deadlines. At any stage you can seek further details from your Ray White property manager if you have questions on how these may relate to your tenancy.

## Heating

There must be one or more fixed heater(s) that can directly heat the main living room to at least 18°C. Certain heating devices that are inefficient, unaffordable or unhealthy will not meet the requirements of this standard.

## Insulation

Some existing insulation will need to be topped up or replaced. Depending on location, ceiling insulation needs to meet minimum R-values, or existing ceiling insulation needs to be at least 120mm thick. Underfloor insulation needs a minimum R-value of 1.3.

## Ventilation

There must be windows, skylights or doors that open to the outside in the living room, dining room, kitchen and bedrooms. These must be able to be fixed in the open position and comprise at least five per cent of the room's floor area. There must be extractor fans in kitchens and bathrooms that vent to the outside.

## Moisture and drainage

There must be adequate drainage, guttering and downpipes. Rental properties that have an enclosed subfloor must have a ground moisture barrier (if it's possible to install one).

## Draught stopping

Landlords must block any unreasonable gaps and holes in walls, ceilings, windows, floors and doors that cause draughts. Open fireplaces must be blocked unless the tenant and landlord agree otherwise.

# Compliance Timeframes

There are already legal requirements for the healthy home standards in place, however, landlords must meet all other minimum standards within 90 days of the start of any new or renewed tenancy from 1 July 2021.

If a long-term existing tenancy is in place where no renewals have occurred, landlords will still be required to meet the standards no later than 1 July 2024.

## 1 July 2019

- Ceiling and underfloor insulation is compulsory in all rental properties where it is reasonably practicable to install.
- All new or renewed tenancy agreements must include a signed statement that the landlord will comply with the healthy homes standards as required by the Residential Tenancies Act 1986.
- Landlords must keep relevant documents as evidence of compliance with the healthy homes standards.
- Landlords can give a minimum of 24 hours' notice to access their rental properties for the purpose of complying with the healthy homes standards.

## 1 July 2021

- All private rental properties must comply with the healthy homes standards within 90 days of a new or renewed tenancy (i.e. any rental property owned by a private landlord).

## 1 July 2020

- All new or renewed tenancy agreements must include specific information about the property's current level of compliance with the healthy homes standards.
- This isn't required if the tenancy is a fixed term that ends before the healthy homes compliance date for the tenancy.

## 1 July 2024

- All rental properties must comply with the healthy homes standards.

# General Information

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Further information to assist you throughout your tenancy.

## Routine property inspections

Routine property inspections generally occur every three months, or not less than four times per year.

These inspections are a requirement under most landlord insurance policies. Your property manager is required to provide a minimum of 48 hours' notice, in writing, prior to any inspection.

Due to time constraints it is not always possible to alter an inspection time, and your property manager is not obligated to do so. You are not required to be present for any inspection, however you are welcome to attend if you wish to discuss any issues around your tenancy.

## Occupancy

Only the people listed on the tenancy agreement are permitted to reside at the property on a permanent basis. If a tenant on the agreement wishes to move out you must notify the property manager straight away.

## Utilities

It is the tenant's responsibility to ensure they have set up their utilities accounts (such as gas, phone, power and internet). These must be under the tenant's own name. Remember to close these accounts when vacating.

## Smoke alarms

Working smoke alarms or detectors are compulsory in all rental homes and both the property manager and tenant have their own responsibilities in regards to these.

### Property managers must ensure smoke alarms:

- Are in working order
- Are the right variety and compliant with Residential Tenancies Act 1986 requirements
- Are working at the start of each new tenancy

### Tenants must:

- Not damage, remove, or disconnect a smoke alarm
- Replace dead batteries during the tenancy if there are older-style smoke alarms with replaceable batteries
- Let your property manager/landlord know if there are any problems with a smoke alarm as soon as possible

Your property manager has the right to enter the property (in order to comply with smoke alarm requirements) after providing 24 hours' notice between the hours of 8 am and 7 pm. Smoke alarms are a crucial component to help ensure your safety and that of any other occupants of the property. It's important to understand your requirements as both property managers and tenants can be fined up to \$4,000 for not meeting their obligations.

## Insurance

Although the landlord is responsible for insurance relating to the property itself, they are not responsible for insurance of the tenant's possessions. If your belongings become damaged or destroyed by an event affecting the owner's property (such as a fire, storm damage, flooding or power outages) your possessions are not insured by the landlord. For example:

- An electrical fault in the building starts a fire and the property is destroyed. Your possessions will not be covered by the landlord's insurance
- You are away on holiday and an electrical fault causes a power outage in the building and you return home to find your fridge/freezer goods spoiled. The landlord's insurance will not cover your fridge/freezer goods
- A storm blows a tree onto the house and your belongings are damaged. The landlord's insurance will not cover your possessions

Therefore, we recommend all tenants take out their own contents insurance.

## Painting, decorating & renovating

If you wish to make any changes to the property, including, but not limited to, decoration, painting or renovation, you must obtain written permission from the property manager before any work commences.

## Picture hooks

If you wish to install any new picture hooks you will need to get written permission from your property manager. Picture hooks can cause damage to the walls so if in doubt, always check with your property manager first. (Even Blu-Tack can leave an oily residue on a wall which does not disappear with repainting.)

## Fireplaces

If the property you are renting has an open fireplace this cannot be used unless you have been given written permission from your property manager. A quick email can confirm whether you are able to use it if you are unsure. Some fireplaces are ornamental and may have their flue/chimney blocked so using it could cause a house fire or property damage.

## Car parking

Tenants should only park in designated areas that form part of their tenancy. Please ensure that cars are not parked on grass verges or lawns and do not block shared driveways. Cars that are not warranted, registered or running are not permitted to be parked on the premises.

## Water rates & other outgoings

The process around water rates will vary depending on where you live in New Zealand. However, under the Residential Tenancies Act 1986, the tenant is responsible for all metered use based on consumption.

Tenants can also be charged for wastewater where the wastewater charge is exclusively attributable to the tenant's use.

A landlord is responsible for outgoings which are incurred regardless of whether the premises are occupied or not, for example, any fixed charges.

If the property is part of a unit title development and the body corporate rules regulate the supply of water amongst the units, then your property manager should point this out, as well as supply you with a copy of the relevant body corporate rules.

A tenant who fails to pay their water charges will be in breach of their tenancy agreement (unless their agreement states that water rates are included in the rent) and a property manager can issue a 14 day notice to remedy the breach. This may result in a Tenancy Tribunal application against your name.

## Damage to the premises

It is the tenant's responsibility to care for the exterior and interior of the residence, including the gardens if this is part of your tenancy agreement. You are required to contact your property manager straight away if you become aware of any damage that has been caused to the property.

## Residential Tenancies Amendments Act 2019

Under the Residential Tenancies Amendment Act 2019, tenants are liable for careless damage caused to a rental property up to the amount of four weeks' rent or the landlord's insurance excess, whichever is lower.

Landlords will need to provide insurance information in any new tenancy agreement, including whether the property is insured and if so, what the excess amount is.

Insurance companies will not be able to pursue tenants on the landlord's behalf for the cost of damage unless the damage was intentional or the result of an act or omission that constitutes an imprisonable offence.

## Fair wear & tear

Fair wear and tear means the deterioration that occurs over time with the use of the property even though the property receives reasonable care and maintenance.

The examples below help illustrate the differences between the two.

### Common examples of wear and tear

- Faded curtains or frayed cords
- Furniture indentations and traffic marks on carpets
- Scuffed wooden floors
- Faded or cracked paint
- Loose hinges or handles on doors or windows and worn sliding tracks
- Cracks in the walls from building movement
- Water stains on the carpet from rain leaking through the roof or bad plumbing.

### Damage for which you may be liable

- Missing, damaged or torn curtains - either caused by the tenant or their pet/s
- Stains or burn marks on carpets
- Badly scratched or gouged wooden floors
- Unapproved paint jobs or large areas of damage e.g. from posters being ripped off walls
- Broken window glass e.g. from a flatmate or child hitting a ball at the window
- Holes in the walls left by tenants removing picture hooks or shelves they have installed
- Water stains on the carpet caused by an overflowing bath, washing machine or indoor pot plants.

## Emergency repairs

When general repairs are required at the property you should contact your property manager in writing to notify them. However in cases where these repairs, or lack of repair, could cause injury to the tenant or damage to the property then they could be classed as 'emergency repairs'.

If such situations arise you need to notify your property manager or the property management office for which they work, immediately (even if this is after hours or on a weekend/public holiday).

**Emergency repair examples may include (but are not limited to):**

- Water pipes that have broken or burst
- Blocked or broken toilet (if a second toilet is not available)
- Serious roof leak
- Gas leak
- Dangerous electrical fault (e.g. loose power point or live wire)
- Flooding or rain water inundation
- Serious storm or impact damage (e.g. car impact into garage)
- Failure or breakdown of the gas, electricity or water supply to the premises
- Failure or breakdown of an essential service or appliance required for water or cooking
- Hot water service failure.

## Keys

If keys are not returned at the end of any tenancy, the tenant will be responsible for the cost of replacement locks and this can be deducted from the bond. No further keys are to be cut by the tenant without prior written consent from your property manager. This process is in place for your protection and security.

## Asbestos

Asbestos may exist in some form at a property if it was built prior to the year 2000 and it is safe for occupants of the property, providing the material is in an adequate and stable condition.

Tenants should not to do work, drill, cut, or otherwise damage any wall or other surface of the property which may risk releasing asbestos fibers into the air.

If you have reasonable reason to suspect asbestos is present where it has not yet been identified, or you have any concerns, we recommend you contact your property manager.

Under Health and Safety at Work (Asbestos) Regulation 2016, landlords and property managers must manage any asbestos-related risks when work is taking place at a property.

Your property manager will be sure in this situation to communicate with you where any risks may be present, as well as how to safeguard against these.

## Pets & animals

Pets may only be kept at the property if you have first received written permission from your property manager or it is allowed for by way of a clause in your tenancy agreement. Failure to comply will put you in breach of your tenancy agreement and could affect your ability to continue living in the property.

# Rent

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It's your legal responsibility to pay your rent on time as it is set out in your tenancy agreement.

We recommend when setting up any rent payment you ensure this is set to come out of your bank prior to its due date to allow for bank processing times.

Consider your rent due date each week/month and how this aligns with your own regular pay date from your employer/income source. If you can see these dates may not align, talk to your property manager about a one-off payment at the start of your tenancy. This can move your due date each week/month so these dates match up with your 'pay day' and ensure you do not show in arrears.

If you predict for any reason that there may be an issue paying your rent, we recommend you let your property manager know right away. There may be an option to work out a payment plan together in this situation, however, this is not possible if you do not openly communicate the issue.

## Rent reviews & increases

Your property manager will give at least 60 days' written notice in the situation of a rent increase. There is no limit as to how much the rent may be increased, providing that any increase is not excessively above 'market-rate'. Rent can only be increased during a fixed term tenancy where provision for this is written into the tenancy agreement and the same time frames apply.

## How to pay your rent

Your property manager may request the authority to collect your rent by direct debit or alternatively may require you to set up an automatic payment.

It's best to sort this out properly before starting your tenancy, and in a manner that works for you to ensure rent payments are received by your property manager before they are due.

## What happens if you don't pay your rent

Your property manager should provide you with a copy of their arrears policy at the commencement of your tenancy and this will explain their procedure for handling this situation.

Typically, you will receive an initial 14 day notice to remedy any rent arrears as well as ensuring your ongoing rent commitments are also paid. Failure to remove any arrears after the 14 day notice period will likely lead to Tenancy Tribunal action which can impact your ability to rent properties in the future.

If you are concerned about your ability to pay your rent, we strongly advise you speak with your property manager before the problem occurs as there may be solutions or support options available to you.

## Rent in advance

This is a concept that can be misleading due to its title and often creates confusion for tenants, especially at the end of any tenancy. 'Rent in advance' doesn't mean that you have paid a lump sum of rent and therefore do not need to pay rent in your last week(s) of a tenancy. It refers to the obligation of a tenant to pay their rent before it comes due.

In the example below we have a tenancy that began on Wednesday 4th September and 'one week's rent in advance' has been paid. This simply means that the tenant has paid the first week's rent for the period ending on Tuesday 10th September (the area in red).

To ensure the rent is received by the property manager before it is due, the next payment would be due to come out of the tenants account on Tuesday 10th September to ensure it reaches the property manager by the 11th. This then covers the tenant up until and including Tuesday 17th (the area in green).

Let's say the tenant had been paying rent in this pattern for some time and decided to hand in their notice to vacate the property, with their final day being Saturday 21st. This tenant would not be a week in advance and instead, would be required to pay four days more rent to pay up until their vacate date of the 21st (the area in blue).

Another way of looking at this is if you were to go into a dairy to buy a can of soft drink then drink the contents before paying for it - you'd probably find the dairy owner wouldn't be too pleased. You always pay for something first, then consume it afterwards. Paying 'rent in advance' is exactly the same - you purchase the time period in advance and then consume the time period by living in the property or in other words: 'pay before you stay'.

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| M         | T  | W  | T  | F  | S  | S  |
| 30        |    |    |    |    |    | 1  |
| 2         | 3  | 4  | 5  | 6  | 7  | 8  |
| 9         | 10 | 11 | 12 | 13 | 14 | 15 |
| 16        | 17 | 18 | 19 | 20 | 21 | 22 |
| 23        | 24 | 25 | 26 | 27 | 28 | 29 |

*Example to illustrate rent in advance*

# Maintenance

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## Maintaining the property

As a tenant you need to keep the property in a 'reasonably clean' condition. This means a property manager won't be telling you how to live, but they do have an obligation to ensure the property complies with health and safety laws and regulations. The property doesn't have to be perfect, but staying on top of cleaning and maintenance will keep you in good stead with your property manager and make it much easier for you upon vacating as you will have kept on top of things throughout the duration of your tenancy.

## Maintenance that arises

If something breaks down or goes wrong you need to tell your property manager right away - and always in writing. Include as many details as you can including photos, if possible, as this helps create a permanent record of the maintenance request. Your property manager will provide you with the best contact email or details on how you can log your requests quickly and efficiently.

## After hours maintenance

If you have maintenance issues requiring attention outside of normal business hours, we recommend you first check the 'Troubleshooting' section of this guide (page 26) and 'Emergency repairs' listed under the 'General Information' section (page 16).

It can help your property manager to identify and fix any maintenance issues properly if you first use the information within this document to help diagnose the problem.

Your property manager will have an after-hours maintenance process to ensure any emergency situations are dealt with quickly. You should be provided with the best after-hours contact details at the beginning of your tenancy.

## Your maintenance responsibilities

### Grounds & gardens

Refer back to your signed tenancy agreement or property manager for clarification on this if you are unsure. However, unless you have been advised that this responsibility is not yours, it is safe to assume that, as the tenant, you are responsible for maintaining the grounds, lawns and gardens so that these are kept in a reasonably clean and tidy condition at all times.

### Guttering

Gutters should be cleaned out at least once a year to remove leaves and debris. If you see wet patches or a concentration of mould on the walls or ceiling close to the gutters, this may indicate they are blocked and you should advise your property manager immediately.

### Mould & mildew

Mould and mildew are invariably present in many New Zealand households and removing and containing it is the tenant's responsibility. There are three conditions that have to be present for the growth of mould:

- Mould spores
- A surface with sufficient food source to maintain life
- A source of moisture

To prevent moisture build-up from inside the home you need to have a balance between adequate heating and ventilation. See the 'Mould, Dampness & Ventilation' section of this guide for more information (page 25).

### Pot plants

Please keep pot plants outside where possible. If they are to be put inside, please check with your property manager first, preferably in writing, to ensure you do not breach your tenancy agreement. Pot plants placed on hard surfaces may leave a circular indent, stain or damage, while pot plants placed on carpet areas run the risk of rotting or damaging the carpet underneath.

### Pest control / infestations

If you have pest infestation problems you should check if there are cleanliness issues to address, that may be causing the problem. If the cause does not appear to be related to cleanliness, you should discuss the problem with your property manager as soon as possible to determine if eradication or fumigation is necessary.

Tenants have an obligation to keep the premises reasonably clean and tidy. Infestations that can be attributed to a lack of cleanliness may be your responsibility to remedy. In these cases, your property manager could seek an order from the Tenancy Tribunal for the fumigation work to be done and for the tenant to be charged.

Ensuring your property is clean will do a lot to prevent the infestation of rodents. Also, make sure there is no food source or somewhere for them to nest - steel wool is good for blocking up any rodent holes you may find.



# Mould, Dampness & Ventilation

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Once you move into your rental property, it's your responsibility to keep it clean and tidy. This includes keeping your home in a condition that doesn't encourage mould and dampness as well as removing any mould as soon as it appears.

A dry, well-aired home is easier to heat and healthier for you and your family. We encourage tenants to try and keep their house in a condition that doesn't promote mould and damp by keeping the house well-aired and ventilated. Be aware that you're most likely to have problems with damp and mould in autumn and winter so even at these times, regular ventilation is important.

If you're creating steam or moisture, either by cooking, bathing or using a clothes dryer, you should open windows and use any extractor fans where possible during these times.

## How to help prevent mould & damp in your home

- Open windows and doors when you are home to help promote airflow
- Keep lids on pots when cooking
- Hang washing outside and make sure everything's dry before putting it away
- Vent clothes dryers outside
- Leave wardrobes slightly open and pull beds/ furniture away from walls
- Keep the shower curtain hanging inside the shower or bath so water doesn't drip on the floor, and wash the curtain every few weeks
- Use an electric heater rather than un-flued portable gas heaters which expel water as the gas burns

- Wipe condensation off walls and windows when it occurs
- If anyone in the property sleeps on a mattress on the floor this will cause damp on the area covered by the mattress. Raise this off the ground, when not in use, if you're unable to do so permanently.

## Removing mould

To protect the health of everyone in your home and the condition of the property, you should remove mould as soon as it appears.

White vinegar is a low cost and effective option to kill or clean mould. On painted surfaces, thin down the vinegar half and half with water to avoid damaging the paint or other surfaces that might discolour. Leave it for a few days to take effect and then wipe off the dead mould with soap and water using a clean cloth.

You can also use diluted household bleach (one part bleach with three parts water mixed together) in a bucket of water to dispose of excess water containing mopped up mould to a drain. Your supermarket will also have a range of eco-friendly cleaners.

Use a clean sponge or cloth when washing off mould and rinse it often to reduce the risk of it spreading. Remember to wear the necessary safety equipment such as gloves, eye protection and an appropriate safety mask when handling cleaning chemicals.

# Troubleshooting

## No electricity?

Check fuses and the safety switch located in the electrical meter box. If the safety switch has tripped, reset it. If it trips again, turn off all the powerpoints and unplug your appliances. Reset the safety switch again, then begin plugging in your appliances one-by-one to find out which one is tripping the switch. If the appliance belongs to you the repairs are your responsibility. If the appliance belongs to the owner, contact your property manager, who will arrange repairs.

If you can not restore power after you have checked the fuses and safety switch, check if your neighbours have power. Your local electricity provider will be able to advise you if there are any faults in your area.

If you have completed these checks and cannot find the cause of the problem contact your property manager.

## Hot water systems

If you experience problems with a gas hot water system, check the pilot light has not gone out. There should be instructions on the system for relighting the pilot light. You can also adjust the temperature of the water and your system should also list instructions for how to do this.

## Electric hot water

If you're having hot water issues and there is an electric hot water system at the property, it can be helpful to consider the following questions and provide this feedback to your property manager:

- Is the power to the cylinder switched on?
- Does the exterior of the cylinder feel warm to touch?
- Is there a lack of hot water supply to the whole house or only certain areas?
- Are there any signs of leaking?
- Are there any visible signs of deterioration or damage to the cylinder?
- Can you see any water coming from the overflow pipe? (This could be on the floor or in newer homes coming from the foundation).

## Washing machines & dryers

For washing machines, check the hot and cold water connection hoses and taps before calling to report a problem. Dryers will need to have the lint filter cleaned after each use. If the appliances belong to you, you will be responsible for any maintenance. If they belong to the owner and you have checked the manual (if provided), contact your property manager to arrange repairs.

It's important to note that if these appliances are chattels and a fault is identified as a result of misuse or user error (e.g. hair clip in the mechanism) the tenant may be liable for any repair costs.

## Ovens

If the inside of your oven does not appear to be heating or seems to not be working, you should first check that the clock or timer is not switched on and causing the issue.

We ask that you check these settings first as although it may sound trivial, this can be a very common issue where an electrician is sent to the property unnecessarily. In this situation, a tenant is likely to be liable for any charge that is incurred which is why we ask that you check carefully first before reporting a fault.

If available, consult the appliance manual to ensure it is set up correctly.

## Blocked sinks & drains

You are responsible for keeping all sinks, tubs, showers and toilet drain lines clear. Do not allow anything into the plumbing system or use them for any purpose other than their original design. Sanitary products, diapers, facial tissues, condoms, cotton swabs, cigarette butts, coffee grounds, cooking fat or oils are not to be flushed down toilets or deposited into the drain.

If a kitchen sink or laundry tub is blocked, try the following solution first. In a dry sink, pour one cup of baking soda down the blocked drain, and ensure that the powder makes its way down the drain. Next, pour approximately two cups of boiling water in and wait several minutes. Add one more cup of baking soda in and immediately follow it with one cup of plain white vinegar.

If this doesn't work or there is a recurring problem with blocked sinks or drains, please advise your property manager.

## Your safety – being aware

Your highest priority should always be the safety of yourself, your family, and any other occupants and visitors to the property.

For this reason, we ask that you please be aware of your surroundings and notify us right away if you have any concerns.

### Some things to be aware of include:

- Exposed wiring, faulty power points and switches
- Gas smell or odour
- Damage to paving and pathways that could cause someone to trip and fall
- Suspicious or dangerous plants in the garden that are poisonous/toxic or that you may be allergic to
- Bee or wasp nests
- Loose or rotten floorboards
- Loose balcony railings, steps or decking woodwork
- Loose or faulty locks, in particular, on entry doors and screen doors
- Broken or cracked windows and any broken or loose window locks.





# Moving Out

## Planning your move

Remember, you will be responsible for paying rent until the keys and any security remotes are returned. We recommend getting organised early when you decide to move out of the property. Packing often takes longer than you anticipate and if you leave it to the last minute you may cause yourself undue stress and extra costs.

Your property manager will contact you to make arrangements to start showing prospective tenants through the property ahead of your departure. It is understandable that there will be some disarray while you're packing, which is fine, but please ensure that the property is in good condition for these inspections.

Here are a couple of other tasks that are important to consider ahead of moving day:

Fill out a mail redirection form with New Zealand Post. This will make sure that any mail from people you haven't notified of your new address yet will still reach you. We cannot guarantee mail redirection.

Contact your utility providers (telephone, power, gas) and inform them of your moving date so that final readings can be carried out, then they can arrange for these services to be connected in your new home.

## Final inspection

At the end of the tenancy and once all tenants have vacated, the property manager will go through the property and use the property inspection report to check that nothing is damaged or broken. (Some general wear and tear is to be expected but intentional damage is not.)

Some or all of the bond can be claimed for anything needing to be rectified by the tenant relating to the tenancy, such as unpaid rent, damage to the property, missing items and insufficient cleaning or gardening maintenance.

For more information on the final inspection process and bond refunds, see the 'Getting your bond back' section of this guide (page 32, 33).

## Cleaning

If your property manager does not provide you with any specific guidelines around what is expected of your final clean - ask them if they have an office policy you should adhere to. Finding out this information in advance will help you save time, stress and money.

Generally, you should expect to do the following as a minimum:

### Inside the property

#### Walls

Clean off any dirty scuff marks, finger or food marks.

#### Ceilings

Remove any cobwebs and fly spots.

#### Ceiling mould

Clean off mould, particularly in wet areas and sometimes in bedrooms.

#### Light fittings

Clean off dust and remove any dead insects. Check all bulbs are working and replace any that aren't.

#### Ceiling fans

Wipe fan blades and fittings to remove dust.

#### Skirting boards

Wipe down with a damp cloth to remove all dust.

#### Doorways/doors

Wipe off finger marks and any other removable marks.

#### Windows

Clean inside and out, including sills and runners to remove dust build up and any dead insects. A vacuum cleaner and paint brush can do wonders here.

#### Stoves

Clean stove top, control display, knobs, any pull out or in-built drip trays, griller racks, oven racks, trays and inserts, oven bottom, roof and walls.

#### Kitchen rangehood

Pull out filters and framework to clean.

#### Bathroom

Clean sink, mirror, cabinet, vanity unit and drawers, shower, screen doors, bath, wall tiles and ceiling vents. Please ensure both the sink and the bath have plugs available.

#### Toilet

Clean seat, bowl, top, outside, and around the base.

#### Laundry

Please ensure a plug is present. We recommend you also put the washing machine through a hot wash cycle and clean and clear any clothes dryer filters if applicable.

#### Heat pumps

Clean front vents and filters.

#### Cupboards/drawers

Clean/wash inside and out. Doors and door frames, both front and back should be clean too.

#### Curtains

Wash any washable curtains or netting (check with your property manager first to make sure they are washable to ensure you do not damage them).

#### Blinds

If there are Venetian blinds, clean off the blind slats. Wipe down any other type of blinds.

#### Floors

Mop/wash all floors ensuring corners and hard to get areas are also cleaned.

## Outside the property

### **Lawns**

Should be freshly mowed and edges trimmed (best done right before your vacate date).

### **Gardens**

Remove any weeds, rubbish and built up leaves.

### **Rubbish**

Remove any rubbish or items that have been placed on or around the property. Be sure to check behind sheds, under shrubs and trees and under the house (this includes lawn clippings and compost left).

### **Paths**

Sweep paths and paving areas (best done right before vacate date).

### **Oil spillage**

Check and clean carport and garage floors, paths and driveway. If you have used a barbeque, check for any grease spots and spillages.

### **Cigarette butts**

Please pick up and dispose of any cigarette butts lying around the property.

### **Decks and balconies**

Sweep these clear and ensure they are clean and free from any debris or rubbish.



# Getting Your Bond Back

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Some or all of the bond can be claimed for anything left undone by the tenant in relation to the tenancy, such as unpaid rent, damage to the property, or cleaning and gardening that hasn't been done or is insufficient.

When you're vacating the premises it is our goal to assist you in securing your bond refund. Your property manager will need to inspect the property, referencing the initial and ongoing property condition against the outgoing condition report. This helps to determine whether there are any areas of the property that will require further rectification work by you, such as cleaning or repairs. Your property manager will discuss this with you in detail and provide you with a written report and list of any areas that are your responsibility. Attending to these matters quickly helps expedite the process.

Some, or all of the bond, can be claimed for anything needing to be rectified by the tenant and relating to the tenancy, such as unpaid rent, damage to the property, missing items and cleaning or gardening maintenance.

## Refunding the bond

When the inspection has been completed, providing everything is in order, the bond refund form is to be filled out and signed by both the tenants and property manager. It is then sent to the Ministry of Business, Innovation and Employment where the signatures are checked against the ones on the bond lodgement form. If one signature is different or missing, the Ministry will contact the parties involved for confirmation that the claim is in order before paying the refund.

Refunds are made by direct credit and New Zealand bank account numbers must be supplied on the bond refund form. Please note that bond refunds usually take up to three working days to process.

Bond money to be refunded can also be transferred to a new tenancy. Please note that bond transfers usually take up to 10 working days to process.

## If a refund amount is not agreed

If the tenant and the property manager cannot agree on the amount or costs that should be taken out of the bond, then either the tenant, property manager (or both) can make an application to the Tenancy Tribunal. (There is an application fee of \$20.44 for mediation).

The application will then be given to a mediator, who will contact the parties involved and set up a time for a mediation, which may be by phone or in person. Both the property manager and tenant will be able to discuss the claim being made on the bond and, with the mediator's help, may be able to reach a mutually agreeable outcome. The mediator will then write an order as to how the bond is to be paid out. This order is a binding court order. If no settlement is reached in mediation, the application will be set down for a hearing in the Tenancy Tribunal.

## Bond transfers

Tenants should check with their property manager to see if bond transfers are accepted, as many agencies require full and cleared funds at entry. If accepted, a completed and signed bond transfer form can be used to transfer the bond money from an old tenancy to a new one. The form must be signed by both the old and new property managers. The new property manager should then send the completed form to the Ministry of Business, Innovation and Employment. Please note that bond transfers usually take up to 10 working days to process.

If the old bond amount is more than the new bond, the Ministry sends the tenant a refund (by direct credit) for the extra money. If the new bond amount is more than the old bond, then the tenant gives the new landlord the extra money to make up the balance. The bond transfer form and a cheque for the balance must then be sent to the Ministry of Business, Innovation and Employment within 23 working days of the new tenancy starting.

## Important things to note around bond refunds

- A property manager does not have to release any of the bond before the tenancy ends in order for there to be sufficient bond for the next rental property (the same goes for any bond transfers).
- There is no required timeframe around how long after a tenancy ends a bond should be refunded. However, the time-frame should be reasonable and if there are any delays these should only be due to outstanding invoices or repairs and damages.
- Although it is recommended, the tenants do not have to be present when the final inspection is carried out. The property manager has the right to complete the inspection on their own.
- Failure to hand back all the keys for a property can delay bond refunds or result in charges being deducted for lock and key replacements. Please ensure that all keys are accounted for at the end of the tenancy.

# Household Hints

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## **Adhesive marks**

Remove these with methylated spirits.

## **Ants**

Black pepper, baby powder or Borax sprinkled under rugs will deter ants.

## **Bird droppings**

If fresh, wash with warm water. If dried, scrape off excess with a mix of mild detergent and water, adding a few drops of ammonia to remove any stains.

## **Carpet**

Where carpet has been flattened by heavy furniture, place ice cubes on the area and the carpet will lift as the ice melts. To deodorise carpet, sprinkle generously with baking soda before vacuuming.

## **Carpet stains**

**Wine:** If just spilt, soda water can be used with a paper towel. If it has been there for some time, dampen the spot and apply Borax. Leave Borax on the stain until it is dry then vacuum.

**Fruit juice:** Make a solution with one teaspoon of Borax and ½ litre of warm water to sponge over the area.

**Dog urine:** Sponge with white vinegar and spray carpet with deodoriser e.g. Febreze.

**Lipstick:** Dab the spot with eucalyptus.

**Oil:** If just spilt, put talcum powder on the spot to absorb oil, then sponge with eucalyptus.

**Excreta and vomit:** Remove solid matter and mop up excess moisture. Sponge with white vinegar or soda water. Add a few drops of 'Nilodor' to offset the smell.

## **Drains**

Pour a small amount of bleach down the sink to bring drains up nice and bright.

## **Doors**

A damp cloth is normally sufficient to clean doors, however, if they are heavily marked use a detergent solution. Do not use a scouring pad.

## **Eaves**

Use a garden hose and a stiff broom to remove cobwebs, dirt and dust.

## **Engine Oil**

Use kitty litter to soak up engine oil from driveways

## **Flies**

Keep crushed mint on the kitchen bench to deter flies from entering the kitchen, or leave some bay leaves on your windowsills. Mint also deters fleas.

## **Grouting**

For coloured grouting use Epsom salts and a soft brush to clean off residue. For white grouting use bleach with a soft brush to remove residue.

## **Guttering**

Gutters should be cleaned out regularly, especially prior to winter to avoid damage.

## **Hairspray**

To remove hairspray marks from mirrors, rub with a soft cloth with methylated spirits.

## **Insects and pests**

Sprinkle Borax powder around skirting boards or appliances to repel unwanted guests. Warning: Borax can be toxic to children and pets so use with caution.

## **Labels**

Sticky labels can be removed by rubbing with eucalyptus, tea tree oil, acetone or Brasso.

## **Laminex**

Most stains and marks can be removed by rubbing with toothpaste on a soft cloth.

### **Mirrors**

To prevent bathroom mirrors from steaming up, rub the mirror with a cloth dipped in glycerine and polish off with a soft cloth.

### **Oil on concrete**

Mix six parts of kerosene to one part detergent. Leave on the area for approximately five minutes then hose off.

### **Oven**

A damp cloth dipped in baking soda will remove grease and stains from the glass. To clean the oven, warm for 15 minutes, turn off and place full strength ammonia in a saucer on the top shelf and a pan of boiling water on the bottom shelf. Leave overnight with the door closed. The next morning open the door for 30 minutes (avoid the fumes), and wash off grease with detergent and hot water. Orange peel heated in the oven will remove any lingering smells. Cloudy ammonia is good for use on oven racks, trays and rangehood filters. Simply soak overnight and wipe clean. Line the grill tray and under elements on electric cook-tops with aluminium foil to catch food scraps and drips then remove and replace it when it's dirty.

### **Picture hooks**

Contact your property manager before using any hooks at all.

### **Quarry tiles**

If glazed, wipe with kerosene on a soft dry cloth. If unglazed, mop with an equal mix of linseed oil and turpentine.

### **Rubber stains**

Rubber stains can be removed from kitchen floors with tea tree oil.

### **Rust**

To remove rust from sinks and wash-tubs, cut a lemon in half, dip the raw edge in salt and rub over the rusty area. Rinse with cold water. Alternatively, rub vinegar on a cloth and clean the area, then rinse with cold water.

### **Sand**

Sand is good for absorbing spills and oils on outside areas.

### **Toilets**

To clean stains from the toilet bowl, squirt with household bleach and leave overnight. The lid should be removed regularly to avoid build up under the seat. Remove the lid by loosening the two wing nuts at the back of the bowl and slide off.

### **Unknown stains**

For unknown stains the safest ingredient to use is eucalyptus. Just dab it on the affected area.

### **Vaseline**

Vaseline is good for use on door hinges to stop doors squeaking.

### **Walls**

Walls should be washed down with warm soapy water and not spot-cleaned. A new or clean squeeze mop is good to clean walls with.

### **Windows**

To clean windows add  $\frac{1}{2}$  cup of methylated spirits to a bucket of water.

This Tenant Information Guide has been developed to help make your tenancy easier and should be used as a reference only. The responsibility still lies with the tenant (tenancy holder) to ensure they keep copies of all relevant tenancy documents and that they are aware of their obligations that they have signed upon with their specific Ray White Office and property manager. All information presented is correct at the time of printing (October 2019).

If you have any questions or concerns relating to your tenancy or the property that you are leasing it is always best to contact your property manager directly.

A great source of free and impartial tenancy advice is Tenancy Services. Check out their website: [tenancy.govt.nz](https://tenancy.govt.nz) or call their Tenancy Services helpline you can call on 0800 836 262.

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